

Law Offices of
OLSON, CANNON, GORMLEY, ANGULO & STOBERSKI
A Professional Corporation
9950 West Cheyenne Avenue
Las Vegas, Nevada 89129
(702) 384-4012 Telecopier (702) 383-0701

FELICIA GALATI, ESQ.
Nevada Bar No. 7341
OLSON, CANNON, GORMLEY
ANGULO & STOBERSKI
9950 West Cheyenne Avenue
Las Vegas, NV 89129
fgalati@ocgas.com
Telephone: 702-384-4012
Facsimile: 702-383-0701
Attorneys for Defendants COUNTY OF CLARK,
CLARK COUNTY DEPARTMENT OF
FAMILY SERVICES, TARA DONOHUE,
LISA RUIZ-LEE, KIM KALLAS, BETH ANN NELSON,
JEREMY LAW, IRENE KOZIKI, and SHUUANDY
ALVAREZ

UNITED STATES DISTRICT COURT

DISTRICT OF NEVADA

SERGIO MOMOX-CASELIS, MARIA
MOMOX-CASELIS; NICOLASA
HERNANDEZ, as Special Administrator of
the estate of M.M., born May 15, 2013 and
died October 12, 2014,

Plaintiffs,

v.

MAIRA JUAREZ-PAEZ; LISA RUIZ-
LEE; KIM KALLAS; TARA DONOHUE;
BETH ANN NELSON; JEREMY LAW;
IRENE KOZIKI, SHUUANDY
ALVAREZ, individuals; Estate of
JOAQUIN JUAREZ-PAEZ; DOE
individuals I-X; ROE CLARK COUNTY
DEPARTMENT OF FAMILY SERVICES
EMPLOYEES; XI-XX, individually and in
their official capacities; CLARK COUNTY
DEPARTMENT OF FAMILY SERVICES;
COUNTY OF CLARK, a political
subdivision of the State of Nevada; and
ZOE CORPORATIONS XXI-XXX,

Defendants.

CASE NO. 2:16-cv-00054-APG-GWF

STIPULATION AND ~~PROPOSED~~
PROTECTIVE ORDER

STIPULATION AND [PROPOSED] PROTECTIVE ORDER

1. Plaintiffs, Defendants COUNTY OF CLARK, CLARK COUNTY DEPARTMENT OF FAMILY SERVICES, TARA DONOHUE, LISA RUIZ-LEE, KIM KALLAS, BETH ANN NELSON, JEREMY LAW, IRENE KOZIKI, and SHUUANDY ALVAREZ ("County Defendants"), through their respective counsel and subject to the Court's approval, hereby stipulate and agree as follows, pursuant to Fed. R. Civ. P. 26(c), with respect to the disclosure of Confidential Information.

2. The parties to this action submit this Stipulation and Protective Order (hereinafter "Order") solely for the purpose of facilitating the exchange of documents and information between the parties in this action without involving the Court unnecessarily in the process. Nothing in this Order nor the production of any information or documents under the terms of this Order nor any proceedings pursuant to this Order shall be deemed to have the effect of an admission or waiver by any party or of altering the confidentiality or non-confidentiality of any such document or information or altering any existing obligation of any party or absence thereof.

PROCEDURES REGARDING CONFIDENTIAL INFORMATION

3. The parties define "DFS case records" as all documents, which are in the custody of County Defendants, relating to DFS investigation, custody, and placement of Plaintiffs, including, but not limited to, documents relating to all Plaintiffs' institutional, foster family, and kin placements; foster family's licensing files; education, mental health, and health services; and court proceedings. "DFS case records" shall also include the files and documents of any child who has been or is in DFS custody. The term "document" and "documents" include any written, printed, typed, recorded, electronic or graphic material of every type and description, and each and every thing from which information can be processed or transcribed, including computer

1 readable storage material. Documents include, but are not limited to, the following: records,
2 handwritten notes, reports, agreements, memoranda, email communications, photographs, and
3 UNITY database entries.

4 4. The parties acknowledge that DFS case records and the files and documents of
5 any child who has been or is in DFS custody contain sensitive information that is generally
6 protected from disclosure pursuant to federal and state law, including without limitation:
7

8 (a) Information that identifies by name or address, or could reasonably lead to the
9 disclosure of the name or address of any applicant for or recipient of child welfare, foster care,
10 or adoption assistance services [45 C.F.R. 1355.21];
11

12 (b) The names and addresses of applicants for and recipients of child welfare, foster
13 care, or adoption assistance services and the amounts of financial assistance provided to
14 them [45 C.F.R. 205.50];

15 (c) Information related to the social and economic conditions or circumstances of
16 particular individual applicants for or recipients of child welfare, foster care, or
17 adoption services [45 C.F.R. 205.50];

18 (d) Agency evaluations of information about particular individual applicants for or
19 recipients of child welfare, foster care, or adoption assistance services [45 C.F.R.
20 205.50];

21 (e) Medical data concerning particular individual applicants for or recipients of
22 child welfare, foster care, or adoption assistance services [45 C.F.R. 205.50]; and

23 (f) All records of child abuse reports and all information obtained in
24 investigating reports of child abuse and neglect [45 C.F.R. 1340.14; Nev. Rev. Stat.
25 Ann. § 432B.280].
26

27 The parties also acknowledge that all files or documents of any child who has been or is in
28 DFS custody shall come within the provisions and protections of this Order.

1 5. DFS case records shall be deemed to be Confidential Information pursuant to
2 this Order and defendants shall label them as Confidential upon production.

3 6. A party may also label as "Confidential" any discovery that is served or produced
4 in this litigation (including subpoenas and deposition testimony), if the marking party believes
5 that the information contained in such discovery qualifies for protection under standards
6 developed under Fed. R. Civ. P. 26(c) or state or federal law, including the right to privacy.
7 Such information shall be deemed to be Confidential Information pursuant to this Order.

8 The fact that a document is stamped "Confidential" by one party shall not be construed
9 as an admission by any other party that such document is confidential, nor shall it limit or
10 preclude the right of any party to object to the "Confidential" designation and to file any
11 appropriate motion(s) to determine the propriety of such designation. If the producing party
12 inadvertently fails to stamp or otherwise appropriately designate or list certain documents,
13 material, or information as "Confidential" upon their production or disclosure, such
14 inadvertent failure to designate shall not constitute nor be deemed a waiver of a subsequent
15 claim of protected treatment under this Order.

16 Any party may contest a designation of "Confidential" by serving a written objection
17 (by letter to the designating Party) to the Confidentiality designation at any time up to the
18 discovery cut-off including any continuance thereof. Upon service of such objection, the
19 Parties shall make a good faith effort to resolve the issue informally. If that effort fails, the
20 confidentiality designation shall expire unless, within three weeks of service of the objection,
21 or such additional time as may be agreed upon the Parties, the Party seeking confidentiality
22 applies to the Court or Magistrate Judge for an order designating the document or information
23 confidential. If such an application is made, the document or other information marked
24 "Confidential" which is in dispute shall remain "Confidential," as the case may be, until the
25 dispute is resolved by and between or among the parties and so confirmed in writing or, if
26 necessary, until order of the Court or any Magistrate Judge. On any such application, the
27
28

1 proponent of confidentiality shall have the burden of showing, by a preponderance of the
2 evidence, good cause for the claimed protection.

3 7. Confidential Information shall only be used for purpose of prosecution,
4 defense, or settlement of this action, and for no other purpose.

5 8. Confidential Information may be disclosed or made available only to the Court;
6 to counsel for a party (including paralegal, clerical, and secretarial staff employed by such
7 counsel), and to the "qualified persons" designated below:

8 (a) a party, or an officer, director, agent, or employee of a party deemed necessary
9 by counsel to aid in the prosecution, defense, or settlement of this action;

10 (b) experts or consultants (and their clerical staff) consulted and/or retained by
11 such counsel to assist in the prosecution, defense, or settlement of this action;

12 (c) court reporter(s) employed in this action; or

13 (d) a witness at any deposition or court proceeding in this action.

14 9. Any person other than a party, counsel for a party, or a direct employee of
15 such counsel, having access to information pursuant to paragraph 8, shall be provided a
16 copy of this Order by the party providing access to the information. Such persons shall be
17 bound by this Order and shall not disclose the information to any persons not authorized
18 under state or federal law or order of this Court to receive such information. Furthermore,
19 any such person shall sign a copy of the Statement of Confidentiality attached hereto and
20 made a part hereof as Exhibit A, prior to being furnished with any such information.

21 10. All documents meeting the definition of Confidential Information that are
22 produced in this case shall be clearly labeled or stamped "Confidential" prior to
23 production.

24 11. In connection with proceedings in this action, testimony taken at a deposition,
25 hearing, or trial relating to Confidential Information or disclosing the identities of plaintiffs,
26 any other child who has been or is in DFS custody, or any individual not a named party to
27 this action, may be designated as Confidential Information by making a statement to that
28

Law Office of
OLSON, CANNON, GORMLEY, ANGULO & STOBERSKI
A Professional Corporation
9950 West Cheyenne Avenue
Las Vegas, Nevada 89129
(702) 384-4012 Telecopier (702) 383-0701

1 effect on the record at the deposition or other proceeding. Arrangements shall be made with
2 the court reporter taking and transcribing such proceeding to label confidential portions of
3 the transcript as containing Confidential Information.

4 12. Any party's inadvertent or unintentional failure to designate protected
5 information shall not be deemed a waiver in whole or in part of that party's claim of
6 confidentiality, as long as the disclosing party notifies all parties in writing that such
7 protected information constitutes confidential information within 7 days after learning that
8 the protected information was inadvertently or unintentionally produced without an
9 appropriate confidentiality designation.

10 13. The terms of this Stipulated Protective Order apply, without limitation to all
11 documents and information exchanged between the parties in the course of this litigation,
12 whether or not such documents and/or information were exchanged prior to the entry of this
13 Order and/or were designated as "Confidential." This provision allows a party to designate
14 a previously produced document as "Confidential."

15 14. If any party or non-party includes in papers to be filed with the Court: (i)
16 documents designated as containing Confidential Information, (ii) any portion of a deposition
17 transcript designated as containing Confidential Information, (iii) or information derived
18 from confidential documents or deposition testimony, such papers, or the confidential portion
19 thereof, shall be filed under seal. Hard copies shall be submitted to the parties in accordance
20 with Local Rule 10-5 and local e-filing instructions. Parties and nonparties shall also comply
21 with all requirements of Fed. R. Civ. P. 5.2 with regard to all documents that are filed with the
22 court.

23 15. In all documents that are made part of the public record (unless under seal) and
24 in all references in open court, when referring to individual children or families, or other
25 persons whose names or other identifying information is contained in DFS case records, the
26 parties shall use initials agreed to by the parties.
27
28

1 16. This Order does not affect access to Confidential Information by individuals,
2 including employees of Clark County or the State of Nevada, who are otherwise authorized
3 under state law or regulation to have such access.

4 17. The parties acknowledge that DFS information and material, which are the
5 subject of this Confidentiality Order, contain sensitive information that is generally protected
6 from disclosure by Nevada statute and administrative code, and that all such information should
7 be and hereby is deemed confidential and may not be discussed with or disclosed, either orally
8 or in writing, to anyone, including but not limited to the news or publication media in any
9 format, except in the strict accordance with the provisions of this Confidentiality Order. This
10 Order does not apply to policies and procedures of DFS which are otherwise deemed public
11 record pursuant to Nev. Rev. Stat. 179A.110, Nev. Rev. Stat. 29.010, Nev. Rev. Stat.
12 432B.290(2) and Nev. Rev. Stat. 432B.407. This Order shall be without prejudice to the right
13 of the parties (i) to bring before the Court at any time the question of whether any particular
14 document or information is, in fact, Confidential or whether its use should be restricted in any
15 manner whatsoever; or (ii) to present a motion to the Court for a separate protective order as to
16 any particular document or information, including restrictions differing from those specified
17 herein. This Order shall not be deemed to prejudice the parties in any way in any future
18 application for modification of this Order.

19 18. This Order shall be without prejudice to any party to claim that a document that a
20 party marked as containing Confidential Information is also protected by the attorney-client
21 privilege, work product doctrine, or any other privilege or limitation recognized under state or
22 federal law. Determinations of confidentiality and privilege are separate, and nothing in this
23 Order constitutes a waiver of privilege.

24 19. At the conclusion of this case, all discovery material made confidential
25 pursuant to this Order, or another court order, all documents reflecting such material, and all
26 copies thereof (including without limitation, copies provided to testifying or consulting
27 experts or consultants) shall be returned to the person or party that produced the confidential
28

1 material, or, in the alternative, destroyed and certified in writing to the person or party that
 2 produced the confidential material to have been destroyed. Notwithstanding the foregoing,
 3 counsel for plaintiffs may retain, until the expiration of the statute of limitations applicable to
 4 attorney malpractice, including any period for which the statute may be tolled, one copy of the
 5 named plaintiffs' case records, including the confidential material contained therein, and one
 6 copy of any attorney work product reflecting Confidential Information, provided that such
 7 case records and attorney work product is prominently marked with the statement:

8 **CONFIDENTIAL**

9 **This envelope contains documents that are subject to a Protective**
 10 **Order entered by the Court in this action governing the use of**
 11 **confidential discovery material.**

12 or some substantially similar statement. The provisions of this Order shall continue to apply to
 13 all confidential materials not returned or destroyed in accordance with this paragraph. After
 14 the expiration of the statute of limitations applicable to attorney malpractice, including any
 15 period for which the statute may be tolled, plaintiffs' counsel shall return or destroy all
 16 confidential case records in accordance with the terms of this paragraph.


17 Dated this 10th day of April, 2016. *may*

18 GANZ & HAUF

17 Dated this 16th day of April, 2016. *may*

18 OLSON, CANNON, GORMLEY
 19 ANGULO & STOBERSKI

20 By: 
 21 MARJORIE HAUF, ESQ.
 22 8950 W. Tropicana Avenue, Suite 1
 23 Las Vegas, NV 89147
 24 Attorneys for Plaintiffs

20 By: 
 21 FELICIA GALATI, ESQ.
 22 9950 West Cheyenne Avenue
 23 Las Vegas, NV 89129
 24 Attorneys for Defendants
 25 COUNTY OF CLARK, CLARK
 26 COUNTY DEPARTMENT OF
 27 FAMILY SERVICES, TARA
 28 DONOHUE, LISA RUIZ-LEE, KIM
 KALLAS, BETH ANN NELSON,
 JEREMY LAW, IRENE KOZIKI, and
 SHUANDY ALVAREZ

ORDER

IT IS HEREBY ORDERED, ADJUDGED and DECREED that,

The records of the Clark County Department of Family Services ("CCDFS"), which may be discoverable in this action, Sergio Momox-Caselis, et al. v. Maira Juarez-Paez, et al., United States District Court Case No. 2: 16-cv-00054-APG-GWF, as well as any other documents so marked by the Parties, are deemed confidential to this litigation, and may be released and disclosed only in accordance with the terms and provisions of the foregoing Stipulation, said terms and provisions being incorporated into this Order by this reference as though fully set forth herein.

IT IS SO ORDERED this 2nd day of June, 2016.


UNITED STATES MAGISTRATE JUDGE

Submitted by:

OLSON, CANNON, GORMLEY
ANGULO & STOBERSKI



By: _____
FELICIA GALATI, ESQ.
9950 West Cheyenne Avenue
Las Vegas, NV 89129
Attorneys for Defendants
COUNTY OF CLARK, CLARK COUNTY
DEPARTMENT OF FAMILY SERVICES,
TARA DONOHUE, LISA RUIZ-LEE,
KIM KALLAS, BETH ANN NELSON,
JEREMY LAW, IRENE KOZIKI, and
SHUUANDY ALVAREZ

Exhibit A

STATEMENT OF CONFIDENTIALITY

By signing this document, I hereby certify that I have read the Confidentiality Order entered by the Court in Sergio Momox-Caselis, et al. v. Maira Juarez-Paez, et al., United States District Court Case No. 2: 16-cv-00054-APG-GWF, on _____, 20____. I understand this Order and agree to abide by its terms by not disclosing confidential information to anyone other than counsel, employees or clerical staff subject to this order, except as required by lawful judicial process.

Signature

Date

Print Name/Title

Law Office of
OLSON, CANNON, GORMLEY, ANGULO & STOBERSKI
A Professional Corporation
9950 West Cheyenne Avenue
Las Vegas, Nevada 89129
(702) 384-4012 Telecopier (702) 383-0701

ECF CERTIFICATION

I hereby attest that I have obtained concurrence regarding the filing of this document from each of the signatories within the e-filed document.

Dated: May 16, 2016

By: /s/Jane Hollingsworth

Law Offices of
OLSON, CANNON, GORMLEY, ANGULO & STOBERSKI
A Professional Corporation
9950 West Cheyenne Avenue
Las Vegas, Nevada 89129
(702) 384-4012 Telecopier (702) 383-0701